



COMMERCIAL CREDIT APPLICATION
Associated Redi-Mix Concrete, LLC.

DATE _____

COMPLETE LEGAL NAME _____

DBA _____

NAME OF PARENT CO (if applicable) _____

BILLING ADDRESS _____ CITY _____

STATE _____ ZIP CODE _____

STREET ADDRESS _____ CITY _____

STATE _____ ZIP CODE _____

AP CONTACT _____

PHONE NUMBER _____ CELL NUMBER _____

FAX NUMBER _____ PAGER _____

E-MAIL ADDRESS _____

CONTRACTORS LICENSE NUMBER _____

FEDERAL TAX ID# _____

BONDING COMPANY _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BUSINESS LICENSE NUMBER (UBI NO.) _____

WOULD YOU LIKE US TO TAX YOUR ACCOUNT _____ YES _____ NO

(If no, please complete the attached resale certificate)

PLEASE INDICATE YOUR BUSINESS STRUCTURE: _____ CORPORATION
_____ PARTNERSHIP _____ SOLE PROP. _____ LIMITED LIABILITY CO.

NAMES OF CORPORATE OFFICERS, MEMBERS, PARTNERS OR OWNERS

NAME _____ ADDRESS _____

PHONE NO. _____ SOCIAL SECURITY # _____

NAME _____ ADDRESS _____

PHONE NO. _____ SOCIAL SECURITY # _____

NAME _____ ADDRESS _____

PHONE NO. _____ SOCIAL SECURITY # _____

Associated Redi-Mix Concrete
14136 Petroleum Park Drive Williston, ND 58801
P (701) 572 - 7334 | invoice@associatednd.com
www.AssociatedND.com

TYPE OF BUSINESS _____ HOW LONG IN BUSINESS _____
HAVE YOU EVER FILED BANKRUPTCY? _____
IF YES, PERSONAL OR BUSINESS? _____ YEAR _____

NAME OF BANK _____ BRANCH _____
ADDRESS _____

TRADE REFERENCES:

PHONE NUMBER _____

PHONE NUMBER _____

PHONE NUMBER _____

PHONE NUMBER _____

AUTHORIZED EMPLOYEES APPROVED TO ORDER ON ACCOUNT:

CREDIT CARD INFO TYPE VISA __ MASTERCARD __ AMEX __ DISCOVER __
NAME ON CARD _____
ADDRESS _____

ZIP _____
CARD NUMBER _____
EXP DATE _____ CCV _____

ACCOUNT AGREEMENT

Customer warrants that the above information is true and accurate and will be used to determine the eligibility of the applicant to receive credit and to determine the amount of credit to be extended. Customer applies to Associated Redi-Mix Concrete, LLC for the right to make commercial purchases on an open account basis.

- Customer/Applicant/Guarantor agrees to be bound by these terms whether they appear on the front or back of the page and that a faxed, signed application will be deemed as an original.

Customer/Applicant/Guarantor hereby agrees that if credit is, or has been, extended, all purchases made from Associated Redi-Mix Concrete will be subject to the following terms and conditions:

1. Associated Redi-Mix Concrete, LLC is not a lending institution; this is not a revolving account. Customer promises to pay its account in full within fifteen (15) days of the end of the previous invoiced month (N/15 EOM). Associated Redi-Mix Concrete, LLC offers a prompt payment 1% discount on invoice balance if paid in full no later than 10 days from the end of the previous invoiced month (1/10 EOM, N/15 EOM). All past due amounts will accrue a finance charge (or delinquent/late charge) at the Annual Percentage Rate of eighteen-percent (18%) (1.5% per month) or the maximum amount permitted by law in the subject jurisdiction, whichever is greater. Customer agrees to pay all costs of enforcing vendors right's including

attorneys' fees, court costs, collection agency costs/fees and expenses incurred by Associated Redi-Mix Concrete, LLC relating to this Agreement and/or any default hereunder. A Billing fee of \$10.00 will be added to customer invoices, 30 days past due when blue and/or pink copy is left with purchase. Associated Redi-Mix Concrete, LLC shall charge a \$25.00 fee for all returned or "NSF" checks. At the option of Associated Redi-Mix Concrete, LLC, venue of any lawsuit relating to this Agreement may be laid in Williams or McKenzie County, North Dakota or Richland County, Montana. The laws of both the State of North Dakota and State of Montana shall govern the validity, effect, interpretation and performance of this Account Agreement. Customer understands that the fact that a service charge will be imposed does not authorize payment of the account to be made in installments or in any other manner than provided herein.

2. The undersigned consent(s) to Associated Redi-Mix Concrete, LLC use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by the above Credit Application. The undersigned authorize(s) Associated Redi-Mix Concrete, LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit. Customer, Customer's agents/principals and guarantor(s) authorize Associated Redi-Mix Concrete, LLC at any time to inquire into and obtain from any bank, lending institution, credit reporting agency or other reference, whether or not listed in the above Credit Application, any and all information relating to Customer's credit worthiness or financial condition and/or Customer's principals'/agents' personal credit worthiness or financial condition and/or guarantor's personal credit worthiness or financial condition. The undersigned knowingly consent(s) to the use of such credit report/information consistent with the Federal Fair Credit Reporting Act (15 U.S.C.@1681 et seq.). Customer understands that Associated Redi-Mix Concrete, LLC may report Customer's performance under this Account Agreement to credit reporting agencies or other authorized entities including, but not limited to, the owner of real property which Associated Redi-Mix Concrete, LLC has the right to lien. Customer agrees to release, indemnify and hold harmless Associated Redi -Mix Concrete, LLC and its employees or agents for any and all liability or claims resulting from this periodic credit inquiry or reporting effort.

3. Acceptance by Associated Redi-Mix Concrete, LLC of less than full payment of any amounts due from Customer shall not be construed as a waiver of its rights hereunder or at law. Payments received by Associated Redi-Mix Concrete, LLC may be applied to such portion(s) of Customer's unpaid account balance as deemed appropriate.

For all goods or materials sold, ASSOCIATED REDI-MIX CONCRETE, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES to the maximum extent permitted by law, including EITHER EXPRESS OR IMPLIED, also INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no circumstance shall Associated Redi-Mix Concrete, LLC be liable for SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES of Customer or claims of any third party against Customer (pass-through claims). Customer agrees to release/waive any claims against Associated Redi-Mix Concrete, LLC for any damage to Customer's real or personal property caused by or relating to delivery of the goods or materials. Customer further agrees to defend and hold Associated Redi-Mix Concrete, LLC harmless for any damage to the real or personal property of Customer or third parties caused by or relating to delivery of the goods or materials. All claims of Customer (including pass-through claims of another contractor or owner) relating to alleged (1) quantity or delivery errors and/or (2) defective, non-conforming and/or unacceptable goods or materials shall be WAIVED by Customer unless made in detailed writing to Associated Redi-Mix Concrete, LLC within fourteen (14) days after delivery (or Customer pickup) of the goods or materials. All claims of Customer relating to alleged pricing errors shall be WAIVED by Customer unless made in detailed writing to Associated Redi-Mix Concrete, LLC within ten (10) days after receipt of the applicable Invoice. Customer expressly and knowingly WAIVES the right to a jury trial on any issues relating to this Account Agreement.

4. Customer agrees to notify Associated Redi-Mix Concrete, LLC, in writing, thirty (30) days prior to any change in the ownership, name or business structure of Customer and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given.

Associated Redi-Mix Concrete, LLC may, regardless of the terms herein or on any Invoice, require all outstanding account balances be paid in full on demand upon change in ownership and/or business structure, and may refuse to make further sales or extend further credit pending approval of the new business structure's and/or owners' credit, which approval shall be at Associated Redi-Mix Concrete, LLC sole discretion. Customer agrees that any line of credit desired or approved is not a limitation of liability, and Customer further agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved. Customer also agrees to notify Associated Redi-Mix Concrete, LLC, in writing immediately when any authorized employees approved to order on this account changes and further agrees to be jointly and severally liable for all purchases made by listed authorized employee on account should said notification not be given.

5. This Account Agreement supersedes and replaces all prior written and oral agreements, representations and understandings between Associated Redi-Mix Concrete, LLC and Customer. In the event of any conflict between the language of this Account Agreement and the language of an Invoice, Statement, Delivery Ticket or other document, the language of this Account Agreement shall control. No terms or conditions of a Customer purchase order different from the terms of this Account Agreement will become part of any agreement between the parties unless specifically approved in writing by Associated Redi-Mix Concrete, LLC. The terms of this Account Agreement are severable and the invalidity or illegality of any term shall not affect the others. This Account Agreement may be executed in counterparts, each of which will constitute an original but all of which constitute one and the same instrument; a faxed, emailed or photocopied Account Agreement shall be as valid as the original. Customer agrees that all sales herein are commercial, non-consumer, sales.

If Customer's application for business credit is denied, it has the right to a written statement of the specific reasons for the denial. Associated Redi-Mix Concrete, LLC will send Customer a written statement of reasons for the denial within 30 days of receiving the request for the statement. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER NORTH DAKOTA LAW.

6. Jurisdiction, Venue and Choice of Law. By mutual agreement and as a material term of this Agreement, disputes arising under this Agreement shall be brought in a court located in Williams or McKenzie County, North Dakota or Richland County, Montana; and shall be governed by the laws of the State of North Dakota and State of Montana, without regard to the conflicts of laws provision.

SIGNATURE _____

Print Name: _____ Date: _____

SIGNATURE _____

SPOUSE'S SIGNATURE (if married individual)

Print Name: _____ Date: _____

PERSONAL GUARANTEE

This Personal Guarantee is made by the undersigned to Associated Redi -Mix Concrete, LLC in order for Associated Redi-Mix Concrete, LLC to extend credit for the sale of goods and/or materials to Customer. I/we hereby absolutely and personally guarantee to Associated Redi-Mix Concrete, LLC the prompt and full payment of ALL amounts, obligations and indebtedness due Associated Redi-Mix Concrete, LLC from Customer. This Personal Guaranty further extends to, and guarantees prompt and full payment of all late charges, interest, expenses, collection costs/fees, attorneys' fees and post-judgment costs and attorneys' fees incurred by Associated Redi-Mix Concrete, LLC by reason of default of Customer and/or default of guarantor(s). This Personal Guarantee is a continuing, primary and unconditional personal obligation and covers all existing and future obligations and indebtedness of Customer to Associated Redi-Mix Concrete, LLC (and/or any predecessor company of Associated Redi-Mix Concrete, LLC).

I/we hereby waive notice of default, non-payment and notice thereof. I/we consent, and therefore this Personal Guarantee applies to, any modification or renewal of Customer's agreement with Associated Redi-Mix Concrete, LLC hereby guaranteed. Any indication of a corporate status in the signature block below shall be taken as informational only and shall not affect the personal nature of this Personal Guarantee. If more than one person signs below, each signor is a Guarantor hereunder and agrees to be jointly and severally liable herein. The release of one Guarantor shall not affect the liability of another Guarantor. To the extent permitted by law, this Guarantee extends to any community property interests of the Guarantor and to the Guarantor's spouse. This Personal Guarantee remains valid and binding notwithstanding any change in the nature, structure, composition, ownership, merger or consolidation of Customer. This Personal Guarantee shall be binding on my/our heirs, executors, personal representatives and assigns. I/we waive any rights I/we may have to require Associated Redi-Mix Concrete, LLC to proceed against Customer or pursue any other remedy prior to enforcing this Personal Guarantee. I/we warrant that the waivers above are made with my/our full knowledge and careful consideration and are reasonable and not contrary to public policy or law. The laws of both the State of **North Dakota** and State of **Montana**, without regard to any conflicts of law provision, shall govern the validity, effect, interpretation and performance of this Personal Guarantee. At Associated Redi-Mix Concrete, LLC's discretion, venue for any lawsuit may be laid in Williams or McKenzie County, **North Dakota** or Richland County, **Montana**. To assist Associated Redi-Mix Concrete, LLC in making any credit decision, I/we authorize it from time to time to inquire into and obtain from any bank, lending institution, consumer credit reporting agency or other reference, whether or not listed in the above Credit Application, any and all information relating to my/our personal credit worthiness or financial condition consistent with the Federal Fair Credit Reporting Act.

SIGNATURE _____

Print Name: _____ Date: _____

Drivers License Number _____ State _____

SIGNATURE _____

Print Name: _____ Date: _____

Drivers License Number _____ State _____